

Annex A

Terms of Reference (TOR) For Establishment of Frame Agreement(s) for Outsourcing of Human Resources Services

PROJECT/ASSIGNMENT TITLE: OUTSOURCING OF HUMAN RESOURCES SERVICES

Background

UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES (UNHCR) is mandated by the United Nations General Assembly to provide protection and assistance to refugees and Persons of Concern worldwide.

There are currently over one million Syrian refugees registered with UNHCR in Lebanon which makes Lebanon the highest refugee-hosting country per capita in the world. There are no approved camps in the country and refugees are spread over 2,125 communities and locations across the country. The refugee response is led by the Government and local actors, supported by international community for which the UN system has a long history of cooperation with Lebanon.

Today the United Nations (UN) operates in Lebanon through 23 UN Agencies, Funds and Programs and a Peacekeeping Mission. Aside from its political and peacekeeping mission, the UN has for many years supported the Lebanese Government in fulfilling international standards and obligations, providing protection to a significant number of refugees of Palestinian, Syrian and other origins, and developing its national systems and services through provision of policy advice and technical assistance across a number of areas, ranging from coordination, public and financial reform, elections, human rights, refugee protection, livelihoods agriculture, health, education, energy, support to small and medium enterprises and building the capacity of the national statistical system for supplying statistics and data for evidence based policy making. Both the Lebanon Crisis Response Plan and the UN Strategic Framework sets out the objective and priority areas within which this capacity support and development assistance is provided to ministries and institutions.

UN agencies support Lebanon to achieve the agreed objectives by building on its efforts and capacity deployed so far and through a mixture of policy support, technical assistance, support to productive sectors of the economy, reinforcement of basic services capacity development and direct delivery of humanitarian interventions.

UNHCR Representation in Beirut is thus exploring options for the provision of human resources services and outsourcing of such services to a human resources recruitment and management of human resources services agency (hereinafter referred to as the "Service Provider").

Thus, the services should, in coordination with UNHCR, cover the recruitment and/or management of contracts of outsourced consultants/contractors (including financial and logistics management of contracts for professionals).

The services provided by the Service Provider can be either in relation to:

- (i) Vacancy Management and identification of candidate(s) who will sign contracts with the outsourcing agency for consultancies at Lebanese institutions (the Service Provider shall conclude the contracts in its name); or
- (ii) Only identification of candidates and management of contracts & payroll services; or
- (iii) Only management of the contract of candidates already identified by UNHCR through a competitive process.

Objectives:

UNHCR is seeking to outsource the human resources recruitment, management of human resources services during and after recruitment, financial management and logistics management for professionals to a reputed legally established entity in Lebanon, operating in the field of human resources recruitment and human resources management services and related services, to provide for the temporary contracting of professionals in positions required for projects supported or carried out by UNHCR.

UNHCR proposes the outsourcing will be established under a Frame Agreement for an initial period of two (2) years renewable for one (1) additional year according to UNHCR's needs and based on UNHCR's policies and provided performance is satisfactory. The Frame Agreement is not the final contractual agreement to be entered between the parties, however it is considered for both parties (UNHCR and the selected Frame Agreement holder) as the framework establishing the service levels and final financial consideration of their arrangement. While not a financial commitment from UNHCR, it provides the Service Provider's guarantee of the agreed financial compensation that will set the basis of the individual contracts (i.e. the financial commitments) by UNHCR with the selected Frame Agreement holder.

UNHCR shall prepare and share with the Service Provider the list of required positions and terms of reference (TOR) for each required profession to be identified and/or whose recruitment is outsourced.

The anticipated contracts (hereinafter referred to as "Contract") to be entered between the Service Provider and consultants/contractors is very speculative and is based on UNHCR needs to implement the programs.

UNHCR may extend the scope of the Service Provider for projects to other UN agencies. This will be separately discussed and negotiated with the Service Provider in due course.

Purpose of Assignment and Scope of work

The Service Provider shall provide UNHCR with any or all services in relation to outsourcing of human resources.

UNHCR may request the Service Provider to:

- a- Cumulatively provide it with all human resources services ranging from recruitment of candidates until the signature of a contract between the Service Provider and the selected candidate and thereafter management of all aspects of a contract with the selected candidate;
- b- Provide it with one or more specific service(s) in relation to recruitment of candidates and/or human resources administration and management of contracts and/or financial and logistics management of contracts:
 - (i) Only identification of candidates
 - (ii) Only management of contracts (including administration of payroll)

1. Outsourcing of identification of candidates:

- UNHCR shares the position functional title and terms of reference for the position with the Service Provider;
- The Service Provider provides from its available database qualified candidates;
- In parallel, the Service Provider shall, based on the sourcing/search methodology agreed upon in the Frame Agreement, pro-actively identify potential candidates, including, but not limited to, through advertisements for the respective vacancies in national print media and appropriate on-line; Such advertisement shall not carry the UNHCR logo neither identify UNHCR as the prospective contractor/employer. The advertisement will be published for an adequate period of time;

- Organize shortlists of candidates within 2 days of the provision of the TOR (job description) or, with a justification of non-availability of candidates from existing rosters, within a reasonable period when advertisements are published as described above; UNHCR reserves the right to review the shortlists;
- The Service Provider briefs the potential candidates on the available position, clarifying that the recruitment is that of a private company and that there is no contractual linkage to UNHCR or the institution hosting the position. The Service Provider shares the TOR with the potential candidates and have the signature of the candidate on the terms of reference certifying that they have read and understood the TOR;
- Collect the following documents from the candidates: ID, resume, criminal record and copy of the candidate's diploma;
- Interested candidates will be assessed by a panel composed of the Service Provider, UNHCR and a representative of the institution where the position is deployed;
- Selection of the most suitable candidate according to jointly agreed, well established and transparent procedures, under the specific TOR provided by UNHCR; Prepare the technical evaluation report (TER) with supportive documents i.e. the signed TOR, shortlist, diplomas of each shortlisted candidate, minutes of the interview, CV of the selected candidate, IDs , etc.;
- Conduct at least 3 reference checks with current (if consent given) and previous supervisors on selected candidates, including specific UNHCR reference check questions;
- Conduct verification of academic agree, i.e. ensure the University is accredited as per the UNESCO World Higher Education Database (WHED) of accredited institutions can be found at: <http://www.whed.net/home.php>.
- Verification that the individual is NOT on listed on the UN sanctions list;
- Provide UNHCR with the complete file of the selected candidate when required (CV, judicial record, positive reference checks).

2. Outsourcing of administration and management of contracts:

UNHCR shall issue a Purchase Order (PO) to the Service Provider in relation to the outsourced services. The Service Provider shall then perform the below listed:

- Issuance of the offer letter to be sent to the selected candidate for acceptance within seven (7) days from the date of receipt of the offer;
- The Service Provider must ensure to make clear to the selected candidate that under no circumstances should the candidate perceive her/himself as a UNHCR staff member/consultant;
- Open files for the candidates after acceptance of the offer;
- When the offer is accepted, draft the agreement to be signed between the Service Provider and the selected candidate according to Lebanese laws and regulations in place. UNHCR reserves the right to request a copy of the draft agreement before signature by the Service Provider and the selected candidate for audit purposes. The agreements will be drafted in both Arabic and English languages;
- Sign the agreement between the Service Provider and the selected candidate as per the duration and terms of payments stipulated in the PO and share a copy of the signed agreement with UNHCR after signature. Agreements for placements in third party entities should not bear any reference to UNHCR. The terms of the agreement must be in compliance with the terms of the PO of the selected candidate;
- Maintenance of contracts when needed: amending contracts, monitoring of work, addressing problems, actively interacting with the consultants/contractors and their respective supervisors to achieve their objectives;
- Submission of consolidated monthly report of consultants/contractors' work progress. UNHCR reserves the right to request individual detailed reports for review;
- Maintaining individual files for each consultant with the relevant documentation (CV, terms of reference, reports on work progress, attendance record, leave record, sick leave record, logbooks for provided transport, evaluation reports);
- Appoint a focal point person responsible for handling all of the above listed and also dealing with consultants/contractors' queries in relation thereto;

- The Service Provider shall require its accountant to handle all the financial aspects of the agreements of the consultants/contractors for the duration of their agreements according to Lebanese laws and regulations in place;
- The Service Provider shall through its accountant compute all payments of the consultants/contractors and prepare an invoice to UNHCR in relation thereto, in line with the rates provided in the Frame Agreement;
- The Service Provider will issue on the first day of the month an invoice to UNHCR according to the terms of payment stipulated in the agreements signed by the Service Provider with the consultant. The Service Provider will submit along with the invoice, reports of consultants/contractors on work progress, attendance record, leave record, sick leave record, logbooks for provided transport, evaluation reports. These terms of payment should match the terms of payment stipulated in the PO signed between UNHCR and the Service Provider in relation to each consultant;
In case of discrepancy, UNHCR will strictly abide by the terms of payment and obligations stipulated in the PO signed between the Service Provider and UNHCR for each service;
- UNHCR will make the payments to the Service Provider upon receipt of the invoice provided the invoice bears all agreed terms of payments. UNHCR will ensure through its bank that the payment was made to the Service Provider and the Service Provider will then confirm that the payment was duly received;
- The Service Provider shall arrange to transfer fees of the consultants/contractors within 48 hours after receipt of the fund from UNHCR. No delay in payments will be acceptable;
- The consultants/contractors' entitlements may include (in line with the terms of the PO):

If for a consultant/contractor:

- Fees for the consulting services rendered;
- Insurance to cover the incidents during the completion of the services;
- Additional benefits are subject to specific agreements at individual contract level;
- Consultants/contractors' fees and entitlements should be based on salary scale;
- Invoices shall be subject to VAT and bear UNHCR's VAT number;
- The Service Provider is responsible to compute taxes on fees
- according to the Lebanese law;
- UNHCR reserves the right to request the Service Provider evidence that taxes are being duly computed/paid and the right to require any document from the consultants/contractors' files held by the Service Provider that UNHCR may deem relevant.

Territory

The Service Provider will provide support to UNHCR in Lebanon. The Frame Agreement might be shared with other UN agencies in Lebanon which may want to piggyback and explore similar arrangements.

Deliverables

UNHCR may request the Service Provider to:

- Cumulatively provide it with all human resources services ranging from the recruitment of candidates until the signature of a contract between the Service Provider and the selected candidate and thereafter management of all aspects of a contract with the selected candidate;
- Provide it with one or more specific service(s) in relation to recruitment of candidates, and/or human resources administration and management of contracts and/or financial and logistics management of contracts;
- The Service provided must ensure that all contracts are managed in compliance with the Lebanese labor law and applicable regulations in place. Under no circumstance will UNHCR be considered responsible or financially liable for (i) any disagreement between the Service Provider and the outsourced personnel resulting from the management of their contracts or (ii) for the termination of their contract.

1. Outsourcing of recruitment of candidates:

- Provide from its available database qualified candidates; In parallel, pro-actively seek to identify potential candidates, including, but not limited to, through advertisements for the respective vacancies in national print media and appropriate on-line I; Such advertisement shall not carry the UNHCR logo neither identify UNHCR as the prospective contractor/employer. The advertisement will be published for an adequate period of time;
- Organize shortlists of candidates within 2 days of the provision of the TOR (job description) or, with a justification of non-availability of candidates from existing rosters, within a reasonable period when advertisements are published as described above;
- Briefing the potential candidates on the available position, clarifying that the recruitment is that of a private company and that there is no contractual linkage to UNHCR or the institution hosting the position. Sharing the TOR with the potential candidates and have the signature of the candidate on the terms of reference certifying that they have read and understood the TOR;
- Collect the following documents from the candidates: ID, resume, criminal record and copy of the candidate's diploma;
- Interested candidates will be assessed by a panel composed of the Service Provider, UNHCR and a representative of the public institution where the position is deployed;
- Selection of the most suitable candidate according to jointly agreed, well established and transparent procedures, under the specific TOR provided by UNHCR; Prepare the technical evaluation report (TER) with supportive documents i.e. the signed TOR, shortlist, diplomas of each shortlisted candidate, minutes of the interview, CV of the selected candidate, IDs, etc.;
- Conduct at least 3 reference checks with current (if consent given) and previous supervisors on selected candidates, including specific UNHCR reference check questions;
- Conduct verification of academic degree, i.e. ensure the University is accredited as per the UNESCO World Higher Education Database (WHED) of accredited institutions can be found [at: http://www.whed.net/home.php](http://www.whed.net/home.php).
- Verification that the individual is NOT listed on the UN sanctions list.
- Provide UNHCR with the complete file of the selected candidate when required (CV, judicial record, positive reference checks).

2. Outsourcing of administration and management of contracts & Payroll

When requested by UNHCR:

- Issuance of the offer letter to be sent to the selected candidate for acceptance within 7 days from the date of receipt of the offer;
 - Open files for the candidates after acceptance of the offer;
 - Collect the following documents from the candidates: ID, judicial record, bank account details, and copy of the candidate's diploma;
 - When the offer is accepted, draft the agreement to be signed between the Service Provider and the selected candidate according to Lebanese laws and regulations in place. The agreements will be drafted in both Arabic and English languages;
 - Sign the agreement between the Service Provider and the selected candidate as per the duration and terms of payments stipulated in the PO and share a copy of the signed agreement with UNHCR after signature. Agreements for placements in third party entities should not bear any reference to UNHCR. The terms of the agreement must be in compliance with the terms of the PO of the selected candidate;
 - Maintenance of contracts when needed: amending contracts, monitoring of work, addressing problems, actively interacting with the consultants/contractors and their respective supervisors to achieve their objectives;
 - Submission of consolidated monthly report of consultants/contractors' work progress. UNHCR reserves the right to request individual detailed reports for review;
 - Maintaining individual files for each consultant with the relevant documentation (CV, terms of reference, reports on work progress, attendance record, leave record, sick leave record, logbooks for provided transport, evaluation reports);
 - When needed and agreed by UNHCR, provide computers for consultants/contractors according to the job requirements and workstation requirements;
 - Appoint a focal point person responsible for handling all of the above listed and also dealing with consultants/contractors' queries in relation thereto;
 - Require its accountant to handle all the financial aspects of the agreements of the consultants/contractors for the duration of their agreements according to Lebanese laws and regulations in place;
 - Through its accountant compute all payments of the consultants/contractors and prepare an invoice to UNHCR in relation thereto in line with the rates provided in the Frame Agreement;
 - Issuance on the first day of the month an invoice to UNHCR according to the terms of payment stipulated in the agreements signed by the Service Provider with the consultant. Submission along with the invoice, reports of consultants/contractors on work progress, attendance record, leave record, sick leave record, log books for provided transport, evaluation reports. These terms of payment should match the terms of payment stipulated in the PO signed between UNHCR and the Service Provider in relation to each consultant;
- In case of discrepancy, UNHCR will strictly abide by the terms of payment and obligations stipulated in the PO signed between the Service Provider and UNHCR;
- The Service Provider shall arrange to transfer fees of the consultants/contractor within 48 hours after receipt of the fund from UNHCR. No delay in payments will be acceptable;
 - Arrange for office accommodation where the government is unable to provide appropriate office space in the Ministries;

Methodology

The Service Provider shall recruit under its name consultants/contractors to perform a range of programmatic functions (Terms of Reference will be shared with the successful Frame Agreement holder at the time of needs). The approximate number of contractors to be contracted in total may vary according to UNHCR's requirements;

The consultants/contractors will not be regarded as consultants/contractors of UNHCR, but contractors employed/appointed by the Service Provider. Accordingly, the contracts issued to the consultants/contractors shall be entered and signed between the Service Provider and the contractors.

The Service Provider shall not assign any person other than those accepted by UNHCR for the position. The Service Provider shall be responsible for the professional and technical competence of its personnel and will select, reliable individuals who will perform effectively in the implementation of their agreement, respect the local customs, and conform to a high standard of moral and ethical conduct.

The Service Provider shall terminate or replace disapproved consultant upon written presentation by UNHCR as to reason for disapproval.

The Service Provider will replace, any consultant, though qualified, who has demonstrated on-going inadequate performance, or any consultant whose behavior and/or conduct is shown to be undesirable (e.g. theft, fraud, willful misconduct, gross negligence, etc.) or a threat to the satisfactory operation of the Program activities. The Service Provider shall take all necessary measures in this regard by terminating the agreement with the consultant according to Lebanese laws and replacing the consultant.

In case of failure by the Service Provider to perform under the terms and conditions of the Frame Agreement, UNHCR may, after giving the Service Provider reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the services from other sources, in which event UNHCR may hold the Service Provider responsible for any excess cost occasioned thereby. In exercising such rights UNHCR shall mitigate its damages in good faith;
- b) Refuse to accept delivery of all or part of the service;
- c) Terminate the contract without any liability for termination charges or any other liability of any kind for UNHCR in accordance with the Lebanese laws and regulations in place;
- d) For late delivery of services or for services which do not meet UNHCR's terms or reference/statement of work and are therefore rejected by UNHCR, claim liquidated damages from the Service Provider and deducts up to 0.3 % of the value of the services pursuant to the contract per additional day of delay, up to a maximum of 10% of the value of the contract. The payment or deduction of such liquidated damages shall not relieve the Service Provider from any of its other obligations or liabilities pursuant to the contract.

Consultants/contractors Fees:

- Fees shall be determined based on a salary scale agreed upon in the Frame Agreement;
- The payments for services of all the consultants/contractors shall made according to the terms of the PO and the agreement signed between the Service Provider and the consultant;
- In the event that it is required to revise the fees due to economic situation or fluctuation of prices etc., the fees may be revised only upon consultation between UNHCR and the Service Provider, and acceptance of UNHCR for such revision;
- Fee payment should be made in the same currency of the PO.

Insurance

The Service Provider shall provide and administer medical insurance to consultants/contractors under this assignment with UNHCR if stipulated and agreed in the PO. The Service Provider shall, upon request, provide UNHCR with satisfactory evidence of the insurance as required herein.

Reporting

The Service Provider shall provide the following reports:

- Consolidated monthly report of consultants/contractors' work progress;
- Attendance record, leave record, sick leave record, logbooks for provided transport, evaluation reports;
- Monthly report with covering letter including quantitative indicators such as number of consultants/contractors provided, and other services performed;
- Performance evaluation at the end of each contract of an outsourced consultant.

All correspondence regarding contracts shall be conducted in the English language. The Service Provider will assign and introduce in writing its authorized representative for all aspects of the assignment to UNHCR.

Invoicing

Against the PO's budget lines, the invoice might include:

- Consultants/contractors fees;
- Medical Insurance;
- Recruitment fees;
- Administrative & Management fees;
- VAT and UNHCR VAT number.

Qualification Requirements

- Company's object's emphasis (as stated in its bylaws) should be mainly human resources and management of human resources services;
- Company operating in the field of human resources services and management of human resources services preferably for a minimum of 5 years;
- Chairman/General Manager (or individual empowered by the Chairman/General Manager to perform the services) has an in-depth understanding of the human resources field, and management of human resources services; the Chairman/General Manager (or empowered individual is a holder of a relevant university degree enabling him/her to perform human resources services); Chairman/General Manager (or individual empowered) has preferably a minimum of 5 years' experience in the field of human resources and management of human resources services;
- Team composed of highly trained professionals with university degrees in various majors such as: Human Resources, Business Administration, Law, and accounting;
- Comprehensive database and network giving the company the ability to run successful search of candidates in Lebanon or from the Lebanese diaspora abroad;
- Proven experience in Outreach/Candidate Identification;
- Additional activities of the Service Provider should include: recruitment/sourcing strategy, well defined selection factors of candidates; well-defined evaluation of candidates through the recruitment team of the company using a variety of blended selection techniques; documentation of selection process, management of human resources, financial related services and logistics related services; Links/networks with main professional networks and universities in Lebanon is a plus.

Evaluation process and method

Technical Evaluation Criteria:

Service Providers are encouraged to ensure they meet the below requested evaluation and qualification criteria

Technical evaluation is composed of 70 points

Minimum successful score for the technical evaluation is 49 points

Evaluation criteria			
Criteria	Marks	Benchmarks	Comments
1.Overall response			
Company's object's emphasis (as stated in its bylaws) should be mainly human resources and management of human resources services.	5	Provide recent certified true copies of the company's legal incorporation documents and recent minutes of meeting of the General Assembly and Board of Directors appointing the Chairman-General Manager, or the authorized representative (for Joint stock companies "SAL") and recent General Assembly minutes of meeting appointing the director (for Limited liability companies "SARL") as well as audited financial accounts of the company for the past two years.	
Understanding of UNHCR's requirements by describing the methodology of the Service Provider for the management of human resources recruitment and financial and logistics management process (giving legal description of applicable laws in place for such services; process should include draft of employment/consultancy contracts, draft of invoices to be submitted to UNHCR for the services rendered, proposals for travel admin, transport facilitation, financial and logistics administration).	20	Describe the methodology of the company for the management of human resources identification, selection, administrative financial and logistics management process. Provide legal description of applicable laws in place for each service.	
2.Overall experience of the company and key personnel proposed for the assignment			
Preferably minimum of 5 years of professional	5	Provide reports on years of professional experience in the Human Resources sector	Each year is equivalent to 1 mark.



experience with demonstrated experience in the Human Resources sector and in the recruitment and outsourcing of professional personnel (number of recruitments in last 24 months, number of consultants/contractors/ under contract). Provide client portfolio and two references.		and recruitment and outsourcing of professional consultant: number of recruitments in the last 24 months, number of consultants/contractors under contract. Satisfactory client references and diverse client portfolio, including clients from the public/NGO/International Organizations sector.	
Chairman/General Manager (or individual empowered by the Chairman/General Manager to perform the services) has an in-depth understanding of the human resources field, and management of human resources services; the Chairman/General Manager (or empowered individual is a holder of a relevant university degree enabling him/her to perform human resources services); Chairman/General Manager (or individual empowered) has preferably a minimum of 5 years' experience in the field of human resources and management of human resources services.	5	Provide resume of the Chairman/General Manager or authorized representative.	Each year is equivalent to 1 mark.
Proposed Personnel to ensure Service Provider's capacity is sufficient for anticipated/evolving workload (including specific task such as accounting, case management, candidate identification, etc).Team composed of highly trained professionals with university degrees in various majors such as:	10	Submit resumes of all consultants/contractors involved in the assignment Submit action plan of the company for the anticipated/evolving workload.	

Human Resources, Business Administration, Law, and accounting.			
3. Proposed methodology and approach			
Proposed methodology of identifying and sourcing adequate candidates; well defined selection factors of sourcing candidates; well-defined evaluation of candidates as evidenced in sample sourcing/selection approach (preferably by sharing a brief case study).	15	Provide the methodology of identifying and sourcing the adequate candidates; The selection factors of candidates; Sample selection criteria and selection process for the evaluation of candidates. Provide the sample of the salary scale to be applied and followed.	
Description of the existing roster / professional data base (search criteria, volume, etc.). Comprehensive database and network giving the company the ability to run successful search of candidates in Lebanon or from the Lebanese diaspora abroad. Links/networks with main Universities and professional networks in Lebanon is a plus.	10	Wide roster and comprehensive database and network giving the company the ability to run successful search of candidates in Lebanon or from the Lebanese diaspora abroad.	
Total	70		

Financial evaluation Criteria:

Only bidders obtaining the minimum pass mark in the technical evaluation (49 points) will be considered for the financial evaluation.

Service Providers should fill the attached table for calculation of the financial evaluation.

Financial evaluation is composed of 30 points. The lowest financial offer will obtain 30 points.

Bidders should include any risk of compensation for termination of contracts of outsourced consultants/contractors in their proposed recruitment/management fees.

Timing/Duration of Contract

The Frame Agreement will be concluded for an initial period of two (2) years renewable for one additional year according to UNHCR's needs and based on UNHCR's policies and provided performance is satisfactory. POs shall be raised against the Frame Agreement as may be required.

Payment terms

The Service Provider shall be entitled to:

- 1- Recruitment fees (for performance of one or all tasks described under “Outsourcing of recruitment of candidates”);
- 2- Management fees that shall be only computed on a percentage basis (for performance of tasks described under “Outsourcing of administration and management of contracts”).

Clarifications: UNHCR might enter into Frame Agreement(s) with more than one Service Provider. Contracts for each service will be issued against the Frame Agreement(s) and will be managed by the Budget Owner

Frame Agreement holders will strictly abide by UNHCR’s policies and regulations on Prevention from sexual exploitation and abuse (PSEA) and Prevention from sexual harassment.